

TERMS & CONDITIONS

The following conditions form the basis of your booking with Vintrans Pty Ltd t/a Wine Tours ("we", "us" and "our"). All references in these booking conditions to "tour", "booking" or "arrangements" mean such tour arrangements unless otherwise stated.

1. Availability and reservations

To make a reservation please follow the procedure shown on our website. Your booking confirms your acceptance of these terms and conditions as a binding contract between Vintrans Pty Ltd t/a Wine Tours and yourself, the participant.

2. Price

The price quoted for any tour covers the cost of the planning, the organisation and carrying out of the tour.

3. Quotations

Quotations are in South African Rand and are valid for up to 30 days. Acceptance of a quotation will be regarded as an acceptance of Vintrans Pty Ltd t/a Wine Tours Conditions of Hire and Carriage, having been read and understood.

4. Payments

Various payment & deposit criteria exist for the tours, experiences & shuttles we operate. Kindly select your tour, experience or shuttle service on our website for payment & deposit requirements.

5. Refunds

- Should a tour for unforeseen circumstances be cancelled by Vintrans Pty Ltd t/a Wine Tours, we will either refund full payment or offer an alternative tour. This refund only refers to bookings made directly through Vintrans Pty Ltd t/a Wine Tours.
- If the participant fails to join a tour or joins it after departure, or leaves it prior to its completion, no reimbursement will be made.
- For refunds pertaining to guest cancellations, kindly refer to our cancellation policy in the following clause.

6. Cancellation policy

We have relaxed our cancellation policy and deposit requirements. Cancellation of bookings must be notified to us by email as soon as possible.

6.1 Group Day Tours

- Cancellations more than 24 hours prior to departure - 100% refund
- Cancellations less than 24 hours prior to departure - 50% refund

6.2 Private Tours

- Cancellations more than 48 hours prior to departure - 100% refund
- Cancellations less than 48 hours prior to departure - 50% refund

6.3 Shuttle services

- Cancellations more than 48 hours prior to departure - 100% refund

- Cancellations less than 48 hours prior to departure - 50% refund

7. Travel insurance

Consult your resident and destination country's travel insurance regulations. Travel and cancellation insurance is highly recommended for all clients. The onus is on the client to arrange this travel insurance at the time of booking.

8. Travel documentation

It is the participant's responsibility to ensure that he/she is in possession of a valid passport, visas and all relevant travel documentation needed for South Africa and any other country visited on the tour. Should a client be denied entry into South Africa or another country that is part of the itinerary for any reason or due to incorrect documentation, Vintrans Pty Ltd t/a Wine Tours will not be held responsible for any costs and delays that may occur.

The passport must be valid for at least six months from the date of departure.

Disaster Management Act: Regulations:

(4)(a) International air travel is restricted to the following airports -

(i) OR Tambo International Airport;

(ii) King Shaka International Airport; and

(iii) Cape Town International Airport,

and is permitted subject to the traveler providing a valid certificate of a negative COVID-19 test which was obtained not more than 72 hours before the date of travel.

(b) In the event of the traveller's failure to submit a certificate as proof of a negative COVID-19 test, the traveller will be required to do an antigen test on arrival at his or her own cost and in the event of a traveller testing positive for COVID-19, he or she will be required to quarantine him or herself at his or her own cost.

9. Health

You are taken to confirm at the time of booking that you are in good health, physically capable of undertaking the tour, and unaware of any reason why you may be unsuited to taking part. Any participant with a known medical illness or condition must reveal this fact at the time of booking, and make the necessary arrangements for the provision of any drugs or treatments that may be needed during the tour. Such clients will be required to provide a medical certificate from his or her doctor to confirm that they are physically fit to travel. It is your responsibility to ensure you are aware of all recommended health protocols in good time before departure.

10. Vaccinations

10.1 Malaria

For South Africa, there are currently no inoculation requirements. The Western Cape is malaria free; however, certain areas in South Africa and its neighbouring countries are classified as malaria risk areas and malaria prophylaxis is highly recommended. For more information and suitable medication please contact your local tropical institute.

10.2 Covid-19

Covid-19 vaccination requirements for entry into South Africa will be updated as it becomes available.

11. Luggage and personal effects

Baggage and personal belongings are carried entirely at owner's risk. Baggage insurance is recommended as Vintrans Pty Ltd t/a Wine Tours assumes no responsibility for loss or damage to luggage or personal belongings. Under no circumstances may passengers carry with them on the vehicle or trailer attached thereto, weapons, explosives or items which are, in the sole opinion of Vintrans Pty Ltd t/a Wine Tours, its employees or officials, dangerous or hazardous, or of such nature as is likely to cause offence or injury to other passengers or damage to their belongings.

12. Special requests

Please advise us of any special requests when making your booking.

13. Not showing up for a tour

Kindly contact us as soon as you are aware of any eventuality that will hinder you from partaking in the tour. If the participant fails to join a tour or joins it after departure, or leaves it prior to its completion, no reimbursement will be made.

14. Itinerary

The itinerary is a guide to which we will attempt to adhere, but it may be necessary to alter this at short notice as a result of circumstances or events outside our control. Vintrans Pty Ltd t/a Wine Tours will make every reasonable effort to conform to the proposed timetable. It does not undertake to commence or to complete the journey at any specified time

15. Tour alterations by guest

Changes to your confirmed tour can be considered depending on practicalities and availability. If the Hirer fails to inform Vintrans Pty Ltd t/a Wine Tours of any change to their itinerary that incurs extra expenses, the Hirer will be held responsible for all costs in relation thereto.

16. Tour alterations by us.

- Please note, our tours may require a minimum number of participants to enable us to operate them.
- Vintrans Pty Ltd t/a Wine Tours may change drivers and/or vehicles en route or use public transportation to convey passengers as they see fit, at their sole discretion.
- Should the fulfilment of any journey be rendered impossible, illegal, or in the opinion of Vintrans Pty Ltd t/a Wine Tours inadvisable for any reasonable cause, Vintrans Pty Ltd t/a Wine Tours may at any time cancel such journey, or the remainder thereof; or make an alteration to the route, accommodation, price or other details thereof, that Vintrans Pty Ltd t/a Wine Tours may think fit, in its sole and absolute discretion.
- We reserve the right to utilise the services of an alternative service provider. Pick up and drop off for all tours are free from certain central areas. Please check when booking tours if your pick up and drop off point are free of charge.
- Should a tour for unforeseen circumstances be cancelled by Vintrans Pty Ltd t/a Wine Tours, we will either refund full payment or offer an alternative tour. This refund only refers to bookings made through Vintrans Pty Ltd t/a Wine Tours.

- If Vintrans Pty Ltd t/a Wine Tours has to curtail a tour after departure for any pertinent reason, i.e. wars, strikes, severe weather conditions or acts of God, then Vintrans Pty Ltd t/a Wine Tours will not be held liable for any form of refund.

17. Indemnity

Vintrans Pty Ltd t/a Wine Tours is hereby exempted from, and shall not be liable for, any loss or any damage, direct or indirect, consequential or otherwise, caused to and/or suffered by the client or any other party due to and/or arising from:

- any defect in the Vehicle and/or arising from the use by the Hirer of the Vehicle
- and/or any luggage
- and/or property stolen from the Vehicle and damaged while in the Vehicle or left in the Vehicle after its return to Vintrans Pty Ltd t/a Wine Tours.

18. Children, and age or tour restrictions

- All children must be accompanied by at least one adult.
- We do not supply baby or children seats.
- Certain tours have age restrictions. Please check, when booking a tour, whether your children are permitted on that tour.

19. "Force majeure" / "Act of God"

- Very rarely, we may be forced by "force majeure" to change or terminate your tour. Events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, significant risks to human health such as the outbreak of serious disease at the travel destination, adverse weather conditions, fire and all similar events outside our control.
- Vintrans Pty Ltd t/a Wine Tours shall not be liable in any manner whatsoever, for any total or partial failure to perform the contract by reason of any mechanical or other defects, breakdown, accident or any other cause, including any strike or lockout, fire or act of God, or for any claims, damages and expenses arising from defects or failure as aforesaid, or any delays in starting, transit, arrival or return of any vehicle.

20. Complaints

- In the unlikely event that you have any reason to complain or experience any problems with your tour, you must immediately inform your tour guide or our local agent as soon as possible.
- We would prefer to have the opportunity of improving the client's experience, rather than satisfying any disappointments upon their return home.
- Our clients' peace of mind in respect of reliability is of the utmost importance to us. In the event of an emergency situation, a replacement vehicle shall be supplied as soon as reasonably possible, to continue with the service.

21. Our website

The information contained in our website and in our other advertising material is believed correct to the best of our knowledge at the time of publication. However, errors may occasionally occur and information may subsequently change.

22. COVID-19 Protocols

- Vintrans Pty Ltd t/a Wine Tours undertakes to adhere to all applicable government regulations pertaining to Covid-19.
- As per government regulations, all passengers will be required to be screened and sanitised.
- All passengers must wear a mask whilst on board the vehicle.
- Social distancing must be adhered to whilst boarding or exiting a vehicle.
- Vintrans Pty Ltd t/a Wine Tours reserves the right not to load or provide transport, should a passenger show any symptoms or not pass the screening process.
- Vintrans Pty Ltd t/a Wine Tours accepts no responsibility or any liability whatsoever should there be any delays / missed excursions / additional costs due to adherence to any applicable Covid-19 protocols or any Corona virus exposure.
- Vintrans Pty Ltd t/a Wine Tours strongly recommends that passengers ensure that they have the maximum insurance cover for any eventuality and take the appropriate advice in this regard.

23. Vehicle Rules and Regulations

The driver shall at all times be responsible for adherence to the following rules and regulations

- Smoking is strictly prohibited on all vehicles.
- The consumption of any alcohol, and the drinking or eating of any dairy products, are not permitted on all vehicles.
- The driver will not permit the carrying of more passengers than the authorised number of seats in the vehicle, and will not allow any passengers to sit anywhere in- or on the vehicle, except in the passenger seats provided.
- Passengers are required by South African law to wear the safety belts. They must always remain seated when the vehicle is in motion.
- No unauthorised passengers are allowed on the vehicle during the tour.
- Air vents and air conditioners are to be operated according to the specifications.
- No feet are allowed to be placed on the seats and dashboard.
- Passengers are not to leave any personal belongings in the vehicle
- No passenger is allowed to board or disembark the coach whilst it is moving
- No vehicle is authorised to travel on gravel or dirt roads, unless proper prior authorisation has been given by Vintrans Pty Ltd t/a Wine Tours' management. However, even if a driver has authorisation from the office to travel on a dirt road, he / she has a mandate not to do so, should they feel the safety of the vehicle and / or passengers to be in jeopardy.
- Passengers must be aware of the emergency exits, and the placement of the fire extinguisher.

24. Damage caused to vehicles

The Hirer will be responsible for any loss or damage caused to the vehicle, its fittings or its equipment, if caused by the negligence of any passenger.

25. Toll and fare duties

Toll fees are not included in the quoted price and are for the Hirer's own account, unless otherwise specifically stated.

26. Drivers & guides

- We use only registered guides & drivers with valid PDP's and correct driving codes.
- A tour guide/leader must have their own microphone on board.
- Drivers and guides are to use cell phones for emergencies only.

27. Vehicle safety features

- Fire extinguisher
- Emergency exit safety hammer on all coaches
- Warning triangle
- Seat belts on all seats
- Satellite tracking devices on all vehicles
- 24/7 operational and technical emergency standby
- We comply with all national and regional provisions and regulations.

28. Vehicle maintenance

- Drivers conduct a pre-departure inspection before every trip
- Major services are carried out every 15 000 km, unless otherwise specified by the manufacturer.
- Only new tyres that comply with SABS regulations may be fitted on our vehicles. Tread patterns are carefully monitored.
- Spare wheels have a minimum tread of 6 mm.
- A Certificate of Fitness (COF) service is conducted every 12 months at a certified testing station

29. Governing law

These conditions, and the relationship between Vintrans Pty Ltd t/a Wine Tours and the client, are governed by the Laws of the Republic of South Africa and the Hirer consents to the exclusive jurisdiction of the South African Courts. Vintrans Pty Ltd t/a Wine Tours shall be entitled at its sole discretion, to institute any legal proceedings arising out of- or in connection with these conditions, in any Magistrates Court having jurisdiction.

30. Company Information

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